

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK



Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer,
other than for security, of the claim referenced in this evidence and notice.

Banca Akros Spa
Name of Transferee

Banca Popolare di Sondrio
Name of Transferor

Name and Address where notices to transferee

Court Claim #: 64062
ISIN: XS0202417050

should be sent:

Banca Akros Spa
Viale Eginardo 29
20149 Milano, Italy

Date Claim Filed: October 27, 2009

Partial Claim Transferred: USD 275,999.60

Attn: **Sandro Baccaini**
E-mail:
sandro.baccaini@bancaakros.it

attn : Gerry De Alberti

E-mail:
gerry.dealberti@popso.it

Phone: +39 02 43 44 4007
Last Four Digits of Acct #: N/A

Phone: +39 0342528927
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):

Phone: *[inserire contatto telefonico del ricevente il pagamento per conto del cessionario]*
Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of
my knowledge and belief,

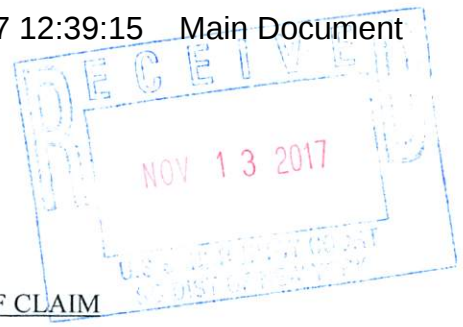
By: 

Date: **03 NOV. 2017**

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18
U.S.C. §1152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT



AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BANCA POPOLARE DI SONDRIO SCPA** ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to **BANCA AKROS SPA**, acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to **Proof of Claim Number 64062** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

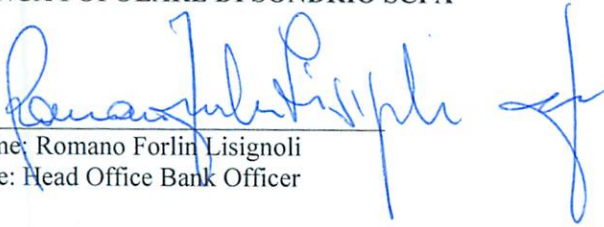
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 27 day of October 2017.


BANCA POPOLARE DI SONDRIO SCPA

By: 
Name: Romano Forlin Lisignoli
Title: Head Office Bank Officer

Piazza Garibaldi 16,
Sondrio 23100, Italy

Attn: Gerry De Alberti
phone 0039 0342 528927
fax 0039 0342 528370
mail
gerry.dealberti@popso.it

BANCA AKROS SPA

By: 
Name: Sandro Baccaini
Title: Nominee

Viale Eginardo 29
20149 Milan, Italy

Attn: Sandro Baccaini
phone 0039 02 4344 4007
fax 0039 02 4344 4304
mail sandro.baccaini@bancaakros.it

Schedule I

Transferred Claims

Purchased Claim

100% of XS0202417050 = USD 275,999.60 of USD 275,999.60 (i.e. the outstanding amount of XS0202417050 as described in the Proof of Claim dated October 23, 2009 and filed on October 27, 2009),

Which equals 0.4149725% of the Proof of Claim = USD 275,999.60 of USD 66,510,338.81 (the outstanding amount of the Proof of Claim dated October 23, 2009 and filed on October 27, 2009).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Eur FLR Lehman Bros.Treas.Co.Bv 04-2014	XS0202417050	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 190,000.00 (equivalent to USD 268,869.00)	10/27/2014	EUR 195,038.94 (equivalent to USD 275,999.60)

BANCA POPOLARE DI SONDRIO SCPA



BANCA AKROS SPA





UNITED STATES BANKRUPTCY COURT
Southern District of New York
Attn: Mary Lopez
One Bowling Green, Room 615-1
NEW YORK, NY 10004-1408

Re: Lehman Brothers Holdings Inc. et al Debtors
Chapter 11, Case N° 08.13555 (JPM) (Jointly Administrated)

TRANSFER OF CLAIM n. # 64062
ISIN : XS0202417050

Transferor: BANCA POPOLARE DI SONDRIO

Transferee: BANCA AKROS SPA

Enclosed: n. 5 (five) pages Agreement and Evidence of Transfer of Claim / Schedule 1 to
the evidence of Claim/ Form 210A

Best regards.


BANCA AKROS SPA

MILANO • ROMA • TORINO • LONDRA

Banca Akros S.p.A.

Sede Sociale e Direzione Generale
20149 Milano - Viale Eginardo, 29
Telefono +39.02.43444.1
Fax +39.02.43444.300/466115

Registro Imprese di Milano,
C.F. e P.IVA 03064920154
R.E.A. MI 858967
Codice ABI 03045

CAB 01000

Inscritta nell'Albo delle Banche al n. 5328
Aderente al Fondo Interbancario

di Tutela dei Depositi e al Fondo
Nazionale di Garanzia
Appartenente al Gruppo BANCO BPM
Iscritta all'Albo dei Gruppi Bancari
La società è soggetta all'attività di
direzione e coordinamento di
BANCO BPM s.p.a.

Filiali:
00198 Roma - Via Nicolò Porpora, 9
10121 Torino - C.so G. Ferraris, 31
Partecipata:
ESN LLP - Registered office:
Withers LLP - 16, Old Bailey
EC4M 7EG London (UK)

ESN

Barclays Bank PLC
CHIEF OF BANK OF AMERICA

URGENT 11/13/17 12:39:15
Southern District of New York
All: JPMorgan Chase
The following Green Book is for
your review and comment.

1. JPMorgan Chase Holding, Inc. et al. Defendant
Complaint No. 17-cv-00123 (SDNY) (Jointly Administered)

ASSISTANT CLERK OF COURT
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REPLY TO: JPMorgan Chase - 11/13/17
11/13/17 12:39:15

1. JPMorgan Chase Holding, Inc. et al. Defendant
Complaint No. 17-cv-00123 (SDNY) (Jointly Administered)

11/13/17

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